



VILLAGE OF VOLENTE, TEXAS

AGENDA

City Council Regular Called Meeting

6:30 P.M., Tuesday, June 16, 2020

Volente City Hall, 16100 Wharf Cove, Volente, Texas 78641

PLEASE SILENCE OR TURN OFF ALL MOBILE DEVICES

This meeting will be conducted utilizing a video conferencing tool. City Council members, staff and citizens will participate via audio only. Instructions and direct links to view the meeting or speak during citizens comment can be found at villageofvolente-tx.gov and Nextdoor. The virtual conference meeting will start approximately 10 minutes prior to the meeting which will begin at 6:20 p.m.

I. ITEMS OPENING THE MEETING

- A. Call to Order
- B. Call Roll and Establish Quorum

II. EXECUTIVE SESSION

- A. The Village Council will announce that it will go into Executive Session (pursuant to Chapter 551.071 of the Texas Government Code), for consultation with Attorney regarding the BCRUA, ILA. (Chapter 551.072), Property.
- B. Return to General Meeting
- C. Possible Actions from Items Discussed in Executive Session

III. CITIZEN COMMENTS

All Public Comments for Zoom Meetings, please use the HAND WAVE ICON each citizen using the icon will be given the opportunity to speak. All citizen comments will be included in the record and audio for this meeting. Please follow the same procedure for comments during the General Business and Action Items. Citizen comments may also be submitted by email to: city.secretary@volentetexas.gov or any General Business and Action Items.

IV. GENERAL BUSINESS AND ACTION ITEMS

- A. Discussion and possible action to approve a ten (10) month lease agreement (6-1-2020 to 3-31-2021) between the Village of Volente and Linda Carter regarding property 16100 Wharf Cove. Nace
- B. Discussion and possible action to regarding Travis County Sheriff's Office summer schedule. Nace
- C. Consider adoption of a Resolution No. 2020-R-02 appointing a City Secretary of the Village of Volente. Nace
- D. Discussion and possible action to approve a Village of Volente Independent Contractor Agreement for services council executes within the Village of Volente. Wilson/Evans
- E. Discussion and possible action to approve Village of Volente Resolution No. 2020-R-03 authorizing the Mayor to execute an Interlocal Agreement with Travis County, providing road maintenance services within the Village of Volente. Wilson/Evans

- F. Discussion and possible action to donate \$2500.00 to the Volente Volunteer Fire Department. Evans
- G. Discussion and possible action to appoint BOA members to places that expire Dec. 31, 2020. Evans
Position one:
Position three:
Position five:
Open Alternate 1:
- H. Discussion and possible action to appoint BOA members to places that expire Dec. 31, 2021. Evans
Position two:
Position Four:
Open Alternate 2:
- I. Discussion and possible action to appoint BOA chair and co-chair.) Evans
_____ as Chair of the BOA.
_____ as Co-chair of the BOA.
- J. Discussion and possible action regarding Gary Murphy appointment to the Board of Adjustments.
- K. Discussion and possible action appointing Kristin Ruff to the Board of Adjustments.
- L. Discussion and possible action to Amend Ordinance 2017-0-09, Article 2.04 Officers, Section 2.04.002 City Secretary. Nace/Baker/Ruff
- M. Discussion and possible action for council to set a work session date regarding the Comprehensive Plan Update. Nace
- N. Discussion and possible action regarding the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funding from Travis County. Baker
- O. Discussion and possible action on amending Resolution 2017-R-XX to include PUBLIC MEETING AND PUBLIC HEARING PROVISIONS FOR TELEPHONIC OR VIDEO CONFERENCE MEETINGS. Metro/Evans

V. **CONSENT AGENDA**

Approval on Meeting Minutes from 5.8.2020, 5.19.2020, 6.9.2020 and 6.11.2020

VI. **COMMITTEE REPORTS:**

1. Finance - Baker
2. Governmental Relations – Barrick
3. Parks and Environment – Metro-Zoom Meeting June 23, 2020 @ 5:30pm
4. Public Relations and Communications – Evans
5. Public Safety – Barrick
6. Public Works – Wilson-Zoom Meeting June 19, 2020 @ 10:30 am

VII. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Agenda was posted by 6:00 p.m. on the 13th day of June, 2020.

Jana Nace, Mayor

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

The Village of Volente is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Secretary at (512) 250-2075 at least 48 hours in advance.

A.



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

Table of Contents

No.	Paragraph Description	Pg.	No.	Paragraph Description	Pg.
1.	Parties	2	24.	Assignment and Subletting	11
2.	Leased Premises	2	25.	Relocation	11
3.	Term		26.	Subordination	11
A.	Term	2	27.	Estoppel Certificates & Financial Info.....	11
B.	Delay of Occupancy	2	28.	Casualty Loss.....	12
C.	Certificate of Occupancy	3	29.	Condemnation.....	12
4.	Rent and Expenses		30.	Attorney's Fees	12
A.	Base Monthly Rent.....	3	31.	Representations	12
B.	Additional Rent.....	3	32.	Brokers.....	13
C.	First Full Month's Rent.....	3	33.	Addenda	13
D.	Prorated Rent.....	3	34.	Notices	13
E.	Place of Payment.....	3	35.	Special Provisions.....	14
F.	Method of Payment.....	3	36.	Agreement of the Parties	14
G.	Late Charges.....	4			
H.	Returned Checks.....	4			
5.	Security Deposit.....	4			
6.	Taxes.....	4			
7.	Utilities.....	4			
8.	Insurance.....	5			
9.	Use and Hours.....	6			
10.	Legal Compliance	6			
11.	Signs.....	6			
12.	Access By Landlord.....	7			
13.	Move-In Condition	7			
14.	Move-Out Condition	7			
15.	Maintenance and Repairs				
A.	Cleaning	7			
B.	Conditions Caused by a Party	8			
C.	Repair & Maintenance Responsibility	8			
D.	Repair Persons.....	8			
E.	HVAC Service Contract.....	9			
F.	Common Areas.....	9			
G.	Notice of Repairs.....	9			
H.	Failure to Repair.....	9			
16.	Alterations.....	9			
17.	Liens.....	9			
18.	Liability.....	9			
19.	Indemnity.....	10			
20.	Default.....	10			
21.	Abandonment, Interruption of Utilities, Removal of Property & Lockout.....	10			
22.	Holdover.....	10			
23.	Landlord's Lien & Security Interest.....	11			

ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☐ Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TXR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☐ Commercial Lease Guaranty (TXR-2109)
- ☐ Commercial Lease Addendum for Right of First Refusal (TXR-2105)
- ☐ Commercial Lease Addendum for Optional Space (TXR-2110)
- ☐ Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)
- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- ☒ **Landlord's Consent to Sublease** _____
- ☐ _____
- ☐ _____
- ☐ Information About Brokerage Services (TXR-2501)



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this lease are:

Landlord: Linda Light Carter _____; and

Tenant: Village of Volente _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☐ (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: 16100 Wharf Cove _____ (address) in Volente _____ (city), Travis _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:
Lot 15 Lake Travis, Subdivision No. 1

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☐ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 10 months and _____ days, commencing on:

June 1, 2020 (Commencement Date) and ending on

March 31, 2021 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the

Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
June 1, 2020	March 31, 2021	/ rsf / month	/ rsf / year	\$2,300.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before **June 1, 2020**

- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Linda Carter 16120 Wharf Cove Volente, TX 78641 or placed in mailbox**
 Address: _____

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due

under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

- G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. **Returned Checks:** Tenant will pay \$ 45.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 2,000.00 (pd in 2013) to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.
6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) <u>Maintain Landscape Area Around Bldg</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$_____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☐ (a) \$1,000,000; or

☐ (b) \$2,000,000.

☐ If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other:

Village of Volente Office & Meetings. Backroom w/ bath maybe subleased by VOV to a private party for accepted use by landlord.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): **N/A**

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:

- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
- (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
- (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
- (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
- (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
- (6) the permanent or temporary storage of any hazardous material; or
- (7)

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last **90** days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. **Cleaning:** Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and

cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. **Repairs of Conditions Caused by a Party:** Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. **Repair and Maintenance Responsibility:** Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (b)
Facia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (c)
Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (e)
Other:.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) SEPTIC & WATER WELL		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) ANY PENETRATION OF WATER OR FLOODING OF BUILDING		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.....		<input type="checkbox"/>	<input type="checkbox"/>

- D. **Repair Persons:** Repairs must be completed by trained, qualified, and insured repair persons.

- E. **HVAC Service Contract:** If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

Page 9 of 15

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
- 29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

Commercial Lease concerning: 16100 Wharf Cove Volente, Texas 78641

health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: (Check only one box)
☐ represents Landlord only.
☐ represents Tenant only.
☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Principal Broker and: _____
Landlord ☐ Tenant ☐
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- ☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Cooperating Broker and: _____
Principal Broker ☐ Landlord ☐ Tenant ☐
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Linda Carter
Address: 16120 Wharf Cove Volente, TX 78641

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: _____, and Tenant: _____

Page 13 of 15

Commercial Lease concerning: 16100 Wharf Cove Volente, Texas 78641

Phone: (575) 551-2468

Fax: _____

and a copy to: _____

Address: _____

Phone: _____

Fax: _____

☒ Landlord also consents to receive notices by e-mail at: lindaalc@tularosa.net

Tenant at the leased premises,

and a copy to: Village of Volente

Address: 16100 Wharf Cove Volente, TX 78641

Phone: (512) 250-2075

Fax: _____

☒ Tenant also consents to receive notices by e-mail at: city.secretary@volentetexas.gov

35. SPECIAL PROVISIONS:

This is a lease contract between the Village of Volente and Linda Light Carter for the period June 1, 2020 to March 31, 2021. This lease contract is executed according to the provisions in Texas Local Government Code, Section 271.903, containing the legally permissible clause in the lease contract; conditioning the lease contract on a best efforts attempt to obtain and appropriate funding for payment of the lease contract.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

Commercial Lease concerning: 16100 Wharf Cove Volente, Texas 78641

- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Linda Light Carter

Tenant: Village of Volente

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

B.



**THE TRAVIS COUNTY SHERIFF'S OFFICE RESERVES THE RIGHT TO DENY ANY REQUEST
APPLICATION FOR SECONDARY EMPLOYMENT OF LAW ENFORCEMENT**
5555 Airport Blvd., Austin, Texas 78751, Desk: (512) 854-7271 - Fax: (512) 854-4554 - E-mail: off.duty@traviscountytx.gov

PERSON/BUSINESS/ORGANIZATION HIRING OFFICER: Village of Volente

ADDRESS (No PO Box): 16100 Wharf Cove City: Volente State: Tx Zip: 78641

PERSON SUBMITTING APPLICATION: Mayor/Village of Volente BUSINESS PHONE: 512-250-2075 PHONE:

E-MAIL: city.secretary@volentetexas.gov DRIVER'S LICENSE/STATE: SSN OR TAX ID: 86-1069444

TRAFFIC ☒ SECURITY ☒ NO. OF DEPUTIES: 1-2 NO. OF VEHICLES: 1-2 *UNIFORM ☒ *NON-UNIFORMED ☐

WE WILL MAKE THE FINAL DETERMINATION ON NUMBER OF OFFICERS AND UNITS OR IF YOUR REQUEST WILL NEED UNIFORMED/NON-UNIFORMED OFFICERS.

TEMPORARY ☐ PERIODICALLY (throughout year) ☒ FOR THIS CALENDAR YEAR ☐

START DATE: 5/22/20 END DATE: 9/14/20 START TIME: Vary END TIME: Vary EVENT TITLE:

OFFICERS NEEDED FOR: Providing traffic patrol and security during Volente's busy season

JOB LOCATION (include facility name and address): 2 square miles of Volente incorporation boundary

JOB SITE POINT OF CONTACT: CELL PHONE:

COMMENTS:

FROM THIS POINT FORWARD TRAVIS COUNTY SHERIFF'S OFFICE IS REFERRED TO AS TCSO, APPLICANT IS REFERRED TO AS CONTRACTOR.

ALL REQUESTS ARE SUBJECT TO APPROVAL: The Sheriff, acting personally or through a designee, reserves the right to deny any application for secondary employment of law enforcement. Application approval is subject to guidelines set forth by TCSO Policies and Procedures. Local background checks are done on individuals requesting security for private functions.

TIMELINE SUBMISSION OF APPLICATION:

- Events under 500 people submit 30 days prior to event.
- Events 500 - 1,000 people submit 60 days prior to event.
- Events over 1,000 people, foot or bike races, submit 90 days prior to event.

OFFICER RESPONSIBILITIES: A TCSO Deputy's primary responsibility while working in a secondary employment capacity, is the enforcement of Federal and State laws and County ordinances; to protect life and property and to keep the peace. DEPUTIES ARE PROHIBITED FROM ENFORCING HOUSE RULES. House rules are defined as rules that are not specifically authorized by state or federal law, and are typically rules of the Contractor. Officers shall follow all TCSO Policies and Procedures.

Officers engaged in a secondary employment job will not refuse to assist any citizen requesting or needing assistance. Officers are expected to take necessary action in an attempt to assist citizens in need of help by calling on-duty officers, taking reports, effecting arrests, or providing any other services related with the duties of a peace officer.

CONTRACTOR'S RESPONSIBILITIES: The Contractor agrees to hold harmless TCSO and all TCSO personnel from losses of any kind caused while at the site of the secondary employment. All traffic control jobs must be approved by the jurisdictional authority, such as and not limited to the Texas Department of Transportation or Travis County Transportation and Natural Resources before we allow our officers to work. If permits are required, the Contractor must show proof of approved permits before officers are allowed to work. A Contractor's signature on this application serves as an acknowledgement of all information provided on our application.

REVOCATION OF APPROVED APPLICATIONS: The application/contract can be canceled at any time by the TCSO or the Contractor for no reason. Cancellation notice must be in writing by letter or email. Examples for revocation are for informational purposes only and is not intended to be exclusive of other reasons not contained therein: a conflict of interest develops between the County and the Contractor; non-payment of officers; Contractor is arrested; the Contractor is under investigation by the District and County Attorney's Office, or any Law Enforcement Agency for violations of law; the Contractor refuses to cooperate with an investigation related to the secondary employment job; the job becomes controversial, such as labor or civil disputes.

RATES: - All officer rates have a 4-hour minimum. There is a cancelation fee of the minimum for officers and vehicles if you cancel with less than 24-business hours' notice. Payment due upon service rendered, or no later than 2-weeks for long-term contracts.

COUNTY-OWNED VEHICLES: \$20 per hour with a 2-hour minimum.

OFFICERS - \$45 per hour: General Security

\$48 per hour: for Police Bicycle Certified Officers.

\$55 per hour: long-term contracts - for requests received less than 48-business hours' notice for need of officer.

\$55 per hour: for requests for emergency situations received less than 48-business hours' notice.

\$55 per hour: for supervisors when required. Requirement is determined by complexity of request.

\$60 per hour: for holidays OR plain-clothed officers (specially trained officers utilized). **Holidays are:** New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day- July 4th, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve and Christmas Day.

\$45 per hour: Contract Coordinator. The coordinator may charge this rate for administrative duties performed

CONTRACTOR
SIGNATURE:

Mayor Jana Nace

(If not electronically signed, print and date below:)

PRINT NAME:

JANA NACE

DATE:

11-22-19

[THIS SECTION FOR TCSO USE ONLY]

MAJOR SIGNATURE: DATE: APPROVE DENY CONTRACTOR ID:

MAJOR COMMENTS: JOB ID:

COORDINATOR ASSIGNED:

LIABILITY AGREEMENT FOR
LAW ENFORCEMENT RELATED SECONDARY EMPLOYMENT

For and in consideration of the permission given by the Travis County Sheriff's Office (hereinafter TCSO) for Village of Volente (hereinafter called CONTRACTOR) to engage as independent contractors employees of the TCSO (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the TCSO, it is hereby agreed as follows:

1. It is mutually agreed that while the EMPLOYEE performs services for the CONTRACTOR as an independent contractor, said EMPLOYEE is not acting as an employee of TCSO.

2. The CONTRACTOR, to the extent permitted by applicable law and the Constitution of the State of Texas, and without waiving any immunity or other protections to which it may otherwise be entitled, hereby agrees to indemnify, protect, defend, and hold harmless Travis County, TCSO, and their elected officials, officers, employees and agents (the "Releasees") from any and all damages, including without limitation: interest, court costs, attorney's fees and other expenses which the Releasees may incur or become liable for as the result of any claim, demand, obligation, liability suit or cause of action arising in whole or part from the work of said EMPLOYEES for the CONTRACTOR, whether or not such claim, demand, or suit be frivolous, and whether or not it be made or brought by the CONTRACTOR or by a third person or entity.

3. It is understood by CONTRACTOR that TCSO shall retain the right to withdraw at any time its permission for its EMPLOYEES to work in a private capacity. If the permission of TCSO is withdrawn, the CONTRACTOR agrees to terminate its contracting relationships with said EMPLOYEES. The CONTRACTOR, as part of this agreement binds itself to release and hold harmless the Releasees from any liability or claim for damages in the event such permission is withdrawn by the TCSO.

4. This Agreement shall remain in effect for a period of one (1) year from the date of the last signature hereon.

Mayor Jana Nale
Employer or Authorized Agent of CONTRACTOR

11-22-19
Date (if not electronically signed)

JANA NALE
Print Name (if not electronically signed)

SECTION FOR TCSO USE:	
Contractor ID:	
Job ID:	
Contract Period:	



**Agreement With Regard To Use of Vehicle(s) In Connection
With Off Duty Employment of County Peace Officer(s)**

This Agreement is made and entered into by and between the following parties: Travis County, acting by and through the Travis County Sheriff's Office (hereinafter referred to as "COUNTY"), and The Village of Volente, (hereinafter referred to as "CONTRACTOR").

CONTRACTOR will employ one or more off-duty officers to provide security services/traffic control services, etc. The services to be provided will involve the use of one or more COUNTY vehicles. The Sheriff has determined that the use of the COUNTY vehicle(s) will serve a public purpose (conserve the peace, protect life and property, ensure the public safety, etc.). To ensure that the public purpose is met, the Sheriff will at all times retain control over the vehicle(s). CONTRACTOR will compensate the off-duty officer(s) directly in accordance with a separate agreement or understanding entered into between the CONTRACTOR and the officer(s). CONTRACTOR will reimburse COUNTY \$20.00 per hour for use of the COUNTY vehicle. The parties agree that such reimbursement shall be deemed a donation to the COUNTY under section 81.032 of the Texas Local Government Code.

Job Date(s): Memorial Weekend Through Labor Day Weekend

Job Location(s): 2 Square miles of incorporated limits

CONTRACTOR

COUNTY

Jana Nale
Authorized Agent Signature

Authorized Agent Signature

JANA NALE
Printed Name

Printed Name

Mayor
Position

Position

11-22-19
Date

Date

Job No.: _____

C.

VILLAGE OF VOLENTE, TEXAS

RESOLUTION NO. 2020-R-02

A RESOLUTION APPOINTING A CITY SECRETARY OF THE VILLAGE OF VOLENTE, TEXAS: PROVIDING FOR THE APPOINTMENT.

WHEREAS, the Village of Volente, Texas ("Village") is a General Law (Type "B") municipality located in Travis County, and created in accordance with State law; and

WHEREAS, a City Secretary shall be appointed by the Village Council for an indefinite period and shall be subject to discharge at the will of the Village Council; and

WHEREAS, both the appointment and discharge shall require a majority vote of the Village Council.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS:

SECTION 1.

That Angela Walton is hereby appointed City Secretary of the Village of Volente, Texas, and effective _____, 2020.

SECTION 2.

That this appointment is subject to the duties prescribed by State Law for a municipal clerk in a Type "B" general law municipality.

PASSED, APPROVED, and ADOPTED on this the 16th day of June 2020, by a vote of.

_____AYES, _____NAYS, and _____ABSTENTIONS

At a regular meeting of the City Council of the Village of Volente, Texas.

VILLAGE OF VOLENTE, TEXAS

Jana Nace, Mayor

ATTEST:

Nanette Akinleye, Acting City Secretary

D.

**VILLAGE OF VOLENTE
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Agreement") is entered into _____ (the "Effective Date"), by and between _____, with an address of _____ (the "Client") and _____, with an address of _____, (the "Contractor"), collectively "the Parties."

BACKGROUND:

Contractor possesses the following experience, skills, and/or knowledge:

Client requires the following work to be completed and wishes to engage Contractor to perform such work:

THEREFORE, the Parties agree as follows:

1. **Services.** Client requests and Contractor agrees to perform the following specific Services (the "Services"):

Contractor agrees to perform duties and tasks related to the Services as part of the Services. If additional Services, outside the scope of those Services set forth above, are required, the Parties will enter into a new agreement or amend this Agreement.

2. **Compensation.** The Parties agree Contractor will be compensated as follows:

3. **Ownership of Work Product.** As a result of this Agreement, Contractor will create Work Product, including, but not limited to, documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by Client. Contractor

does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.

4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will _____ continue _____ until _____.

5. **Independent Contractor Relationship.** The Parties agree that Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between Client and Contractor.

6. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Contractor in order for Contractor to complete the Services. Contractor will not share any of this proprietary information at any time. Contractor also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other party. Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Contractor's breach of this Agreement, where Contractor fails to cure such breach upon reasonable notice.

Upon termination, Contractor shall return all Client content, materials, and all Work Product to Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS,

BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

11. **Disclaimer of Warranties.** Contractor shall complete the Services for Client's purposes and to Client's specifications. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. CONTRACTOR HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).
12. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
13. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
14. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
15. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
16. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by _____ law.
17. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“CLIENT”

Signed: _____

By: _____

Date: _____

“CONTRACTOR”

Signed: _____

By: _____

Date: _____

E.

VILLAGE OF VOLENTE, TEXAS

RESOLUTION NO. 2020-R-03

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF VOLENTE, TEXAS AND TRAVIS COUNTY.**

WHEREAS, the Village of Volente, Texas ("Village") is a General Law (Type "B") municipality located in Travis County, and created in accordance with State law; and

WHEREAS, the Village of Volente desires to enter into an Interlocal Agreement with Travis County, for county personnel to provide road maintenance services within the Village of Volente and with contract rate being quoted by Travis County individually for each work order requested by the Village of Volente.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS:

That the Village of Volente Mayor is hereby authorized to execute on behalf of the Village of Volente a Interlocal Agreement with Travis County, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

PASSED, APPROVED, and ADOPTED on this the 16th day of June 2020, by a vote of.

_____AYES, _____NAYS, and _____ABSTENTIONS

At a regular meeting of the City Council of the Village of Volente, Texas.

VILLAGE OF VOLENTE, TEXAS

Jana Nace, Mayor

ATTEST:

Nanette Akinleye, Acting City Secretary

Exhibit A DRAFT

**INTERLOCAL AGREEMENT FOR TRAVIS COUNTY
TO PROVIDE ROAD MAINTENANCE SERVICES
FOR VILLAGE OF VOLENTE**

This Agreement is made and entered into by the Village of Volente, Texas, a Type B General-Law Municipality and municipal corporation, hereinafter referred to as the "Village", and Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County," each acting by and through its duly elected officials. The Village and the County are hereinafter collectively referred to as the "Parties."

RECITALS

1. The Village has the duty and authority to maintain the streets within its corporate limits.
2. The Village desires to obtain, and the County is capable of providing, maintenance services for Village streets, including, but not limited to, vegetation control within the right-of-way, street overlays, roadway striping, street signage, drainage system maintenance, and drainage system repairs (together, the "Services").
3. The Village and the County have determined that it would be in the best interest of the citizens of the Village and the County for the County to perform the Services on behalf of the Village.
4. The Travis County Commissioners Court and the Village's governing body each finds that the Services will provide increased safety for persons using Village streets, facilitate the movement of people, goods, and services in the Village and Travis County, and benefit the residents of the Village and the residents of Travis County.
5. Pursuant to Texas Transportation Code Section 251.012, a county may expend county funds for the construction, improvement, maintenance, and repair of municipal streets located in the county, and the work authorized by Section 251.012 may be done or financed by, among other things:
 - (a) The county through the use of county equipment;
 - (b) An independent contractor with whom the county has contracted; or
 - (c) By the county as an independent contractor with the municipality.
6. The Village and the County intend to conform this Agreement in all respects to Texas Government Code Chapter 791, more commonly known as "The Interlocal Cooperation Act."

NOW, THEREFORE, it is mutually agreed as follows:

Section 1. TERM OF AGREEMENT

and effect until the 30th day of September 2020, and will be automatically renewed for successive one year terms unless terminated earlier by either party by providing 30 days' written notice to the other at any time.

Section 2. SERVICES THAT MAY BE REQUESTED

- (a) The Village may request that the County perform Services in accordance with the terms and conditions set forth in this Agreement. Notwithstanding any provision to the contrary, the Services to be provided by the County pursuant to this Agreement do not include the construction of new streets or roads.
- (b) The Parties acknowledge and agree that the Village will not be making any requests of the County to construct, improve, or repair a building, road, or other facility pursuant to this Agreement, and that, accordingly, Texas Government Code Section 791.014 does not apply to any Service the Village may request or the County may provide pursuant to this Agreement. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE VILLAGE EXPRESSLY WAIVES ANY CLAIMS IT MAY HAVE UNDER TEXAS GOVERNMENT CODE SECTION 791.014. AND THIS WAIVER WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Section 3. VILLAGE REPRESENTATIVE

The governing body of the Village hereby designates the Village's mayor, hereinafter called "Village Agent" to serve as the representative and agent for the Village. The designated Village Agent is authorized to request performance of Services as set forth in this Agreement, and, to the extent permitted by law, any such request made by the Village Agent shall bind the Village as fully as if such request had been made by specific action of a majority of the governing body of the Village.

Section 4. COUNTY REPRESENTATIVE

The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "Public Works Director") will act on behalf of the County with respect to the Services, coordinate with the Village, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Services. The Public Works Director may designate a County Project Manager or other representatives to transmit instructions and act on behalf of the County with respect to the Services.

Section 5. REQUESTS FOR SERVICES

Each request for Services from the Village Agent must be submitted in writing and must specify in detail:

- (a) the nature and extent of the Services requested,
- (b) the Village street or streets or portions thereof upon which the Services are to be performed, and
- (c) the time-frame within which the Village desires the requested Services to be commenced and to be completed.

Section 6. PROCESSING REQUESTS FOR SERVICES

- (a) Upon receipt of a request for Service in conformance with Section 5 hereof, the Public Works Director shall promptly inform the Village Agent whether the County will perform the requested Service. Notwithstanding any provision to the contrary, the Public Works Director has sole discretion to determine whether the County has the capacity to perform a requested Service. Nothing in this Agreement requires the Village to request services solely from the County.
- (b) If the Public Works Director determines in his sole discretion that the County has the capacity to perform a requested Service, the Public Works Director will cause to be prepared a written work order setting forth in detail:
 - (1) the nature and the extent of the Service requested,
 - (2) the Village street or streets or portions thereof upon which the Service is to be performed, the estimated time within which the services are to be commenced and to be completed,
 - (3) the estimated cost of the requested services; and;
 - (4) the estimated administrative charge to cover the County's costs for administering the services to be performed under the proposed work order. The County's administrative charge as of the effective date of this Agreement is 19.71% of the estimated work cost, but, **notwithstanding any provision to the contrary, this administrative charge is subject to change solely at the County's discretion based on the County's budget rules.**
- (c) Not later than 30 days after receiving a work order from the County, the Village will return the work order to the County with a written response as to whether the Village would like for the County to proceed with the work described in the work order. If the Village responds that it would like for the County to proceed with the work order, the Village will deposit with the County Treasurer the estimated cost of the requested services set forth in the work order and the estimated administrative charge. The funds will be placed in a County-approved escrow account.
- (d) If the Village fails to provide written approval of the work order or fails to deposit the estimated cost and estimated administrative charge within 30 days after receiving the work order, the Village will be deemed to have declined the work order.
- (e) The County is not obligated to perform any Service under this Agreement unless and until the written work order described in this Section has been signed by the Village Agent and the Village has deposited with the County Treasurer the estimated cost of the requested services set forth in the work order and the estimated administrative charge.
- (f) The terms of a written work order signed by the Village Agent shall control over any oral or prior written request for Service.

Section 7. PERFORMANCE OF SERVICES

- (a) Upon the County's receipt of the Village's approval of a written work order and the Village's deposit of the estimated cost and estimated administrative charge in a County-approved escrow account, as described in Section 6 hereof, the County will

perform the requested Services or solicit bids for the requested Services.

- (b) The Services requested by the Village will be performed to the same standard and using the same quality of materials as for Travis County roads of similar size, use, and construction.
- (c) The County may furnish all personnel, equipment, and materials necessary, or award a construction contract to a private contractor pursuant to County bidding requirements to perform the specific Services set forth in each work order.

Section 8. CLOSING STREETS

- (a) If the Public Works Director, in the Public Works Director's sole discretion, determines that it is necessary to deny public access to any Village street or streets or portions thereof during the performance of any Service requested pursuant to this Agreement, the Public Works Director will notify the designated Village Agent in writing. The written notification may be contained in the written work order or may be by separate writing and may be submitted at any time during the performance of any Services requested hereunder.
- (b) Upon receipt of a written notice regarding the necessity to close a Village street, the governing body of the Village will promptly act to close the said Village street or streets or portions identified in the notice.
- (c) If the Public Works Director has notified the Village Agent about the need to close all or a portion of a Village street, the County will have no further obligation for the performance of any Services unless and until the requested closure takes place.
- (d) If a street closure results in the denial of public access by any third party to private property, the Village, at its sole cost and expense, shall provide any alternative public access that may be required by law. The County has no obligation to provide any alternative public access with respect to any Village street closure.

Section 9. NO WARRANTIES.

- (a) The County agrees to use reasonable efforts to perform Services pursuant to this Agreement so as to deliver maintenance services to Village at the same standard of quality which County would provide for its own roads. HOWEVER, NEITHER THE AGREEMENT TO PERFORM NOR THE PERFORMANCE OF ANY SERVICE PURSUANT TO THIS AGREEMENT OR ANY WRITTEN WORK ORDER PROVIDED FOR IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH WORK IS PERFORMED IN A GOOD AND WORKMANLIKE MANNER, THAT SUCH WORK IS FIT FOR ITS INTENDED PURPOSE, OR ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.
- (b) Notwithstanding anything else to the contrary or otherwise in this Agreement, if the County solicits bids for any Service, or part thereof, set forth in a Village work order and awards a construction contract to a private contractor, the County shall include in any bid solicitation the requirement of a warranty to the same extent it would do so for any bid solicitation for work it would bid out for County work, and the Village shall be made a beneficiary of any such warranty.

Section 10. COST ESTIMATES

- (a) The County's cost estimate for requested Services that will be performed by County employees will be based on the actual hourly wage rate for each County employee who will provide the Services plus an hourly proration of all fringe benefits ordinarily paid by the County to that County employee, including but not limited to insurance and retirement for each the day of performance by the County, multiplied by the estimated number of hours elapsing from the time the employee would be dispatched to the job site until the employee's return to the employee's customary job station or other work site, provided, however, that in no event will the calculation of time elapsed include any period of time during which or for which Travis County is not obligated to pay the employee.
- (b) The County's cost estimate for materials will be calculated based on the price per unit of materials set forth in the most recent TNR contract for the acquisition of those materials, multiplied by the estimated total units of materials or measurable fractional portions thereof that the County estimates will be actually incorporated into or expended during the performance of the Services requested by the Village Agent.
- (c) The County's cost estimate for use of County equipment to perform requested Services for the Village will be based on the fee schedule approved by the Travis County Commissioners Court for the County fiscal year during which the request for Services is received by the Public Works Director. Any equipment not specifically listed in the approved fee schedule, the use of which becomes necessary in the performance of requested Services, will be furnished by the County, if the equipment is in the County's inventory, at the rate the Federal Emergency Management Agency ("FEMA") lists for that equipment, or if FEMA does not list a rate for that equipment, the County will charge the Village a rate that the Public Works Director determines is reasonable for the County to achieve full cost recovery for the use of that equipment. All other equipment, the use of which becomes necessary in the performance of requested Services, will be furnished by the Village at no cost to the County.

Section 11. FINANCIAL OBLIGATIONS

- (a) The Village agrees to pay all costs for each work order under the terms and conditions in this Agreement. The Village shall make payments from current revenues available to the Village. The Village will pay for the cost of each work order through an escrow account with the County.
- (b) The County Treasurer shall act as Escrow Agent for the management of the Village's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the Village under this agreement shall be returned to the Village within 60 days after the termination of this Agreement. The County shall provide the Village with an accounting of the deposits to and disbursements from the County's escrow account. The County will make its records available, at reasonable times, to the Village's auditors, or

its independent financial advisors or other professionals who provide arbitrage rebate calculations to the Village.

- (c) Within 60 days after the completion of the Services described in a work order, or this Agreement is terminated, the County will render and send to the Village a final written accounting of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the Village has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the work order or this Agreement. The statement will set forth:
 - (1) For work performed by a County employee:
 - (A) The actual hourly wage rate for that employee;
 - (B) The number of hours, calculated in fifteen-minute increments, worked by that employee, calculated from the time the employee was dispatched to the job site until the employee's return to the employee's customary job station or work site; and
 - (C) The value of the fringe benefits paid to that employee for the time period during which the employee performed Services under the work order;
 - (2) For a work order in which County equipment was used to perform the requested services:
 - (A) The type of equipment actually used;
 - (B) The actual number of hours, calculated in fifteen-minute increments, the equipment was used, and
 - (C) The fee rate for use of the equipment as set forth in the fee schedule approved by the Travis County Commissioners Court for the County fiscal year during which the equipment was used;
 - (3) For materials used in performing the services:
 - (A) The type of material used;
 - (B) The actual unit price for the materials; and
 - (C) The actual number of units of the materials used; and
 - (4) The County's calculation of the administrative charge.
- (d) The Village has the right to audit the County's records with respect to the final written accounting and may request any such audit, or any adjustments or corrections, within 30 days of receipt of the accounting.
- (e) After the County has sent any corrected or adjusted final accounting to the Village, the Village will pay any amount it owes no later than 30 days after receipt of such final accounting. The County must refund any amounts due the Village within 30 days after delivery of any adjusted final accounting.

Section 12. INDEMNITY

- (a) TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR AND SHALL BE SAVED AND HELD HARMLESS BY THE VILLAGE, AND VILLAGE AGREES TO INDEMNIFY COUNTY AND COUNTY'S OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST

ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COUNTY COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTS OR OMISSIONS OF THE VILLAGE AND VILLAGE'S AGENTS, SERVANTS, EMPLOYEES, AND INVITEES IN CONNECTION WITH THE WORK PERFORMED UNDER THIS AGREEMENT. VILLAGE SHALL NOT BE REQUIRED TO INDEMNIFY FOR NEGLIGENCE ON THE PART OF COUNTY. THIS INDEMNITY CLAUSE SHALL NOT APPLY TO CONTRACTORS TO WHOM THE COUNTY AWARDS CONSTRUCTION CONTRACTS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THIS SECTION 12 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE VILLAGE'S AUTHORITY TO INDEMNIFY AND/OR HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. NOTHING IN THIS AGREEMENT REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.

- (b) Claims Notification. If the Village or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the Village or the County in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in Section 13 of this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

Section 13. MISCELLANEOUS

- (a) Force Majeure If the performance by the County under this Agreement is interrupted or delayed (1) by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or (2) as a result of COVID-19 or any pandemic declared a disaster, then County will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the County shall notify the Village, and if the Public Works Director or the Public Works Director's designee determines it is necessary, establish an estimated period of time to delay services under the Agreement.

- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

VILLAGE: Honorable Jana Nace (or her successor in office)
Mayor of Village of Volente
16100 Wharf Cove
Volente, Texas 78641

COUNTY: Cynthia C. McDonald (or her successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

AND: Bonnie Floyd, MBA, CPPO, CPPB (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

WITH COPY TO: David Escamilla (or his successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 356.274

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties concerning this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF TRAVIS COUNTY, TEXAS HAS ANY AUTHORITY TO MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS. The recitals set forth above are incorporated herein.
- (e) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or

ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

- (g) Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.
- (h) This Agreement shall be binding upon and inure to the benefit of the County and the Village and their respective successors, executors, administrators, and assigns.
- (i) Non-Assignment of Rights. No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the Village without the prior written consent of the County.
- (j) No Third-Party Beneficiary. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a Party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- (k) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County.
- (l) Computation of Time. When any period of time is referred to in this Agreement or in any work order prepared and executed hereunder, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a day made a legal holiday by the County or the Village, such day shall be omitted from the computation.
- (m) The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject.
- (n) Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the Parties to the Agreement.
- (o) No Partnerships. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.
- (p) Multiple Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be considered one and the same agreement. Signatures transmitted electronically by e-mail in a "PDF" format, by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Agreement.

VILLAGE OF VOLENTE, TEXAS

By: _____
Jana Nace, Mayor

Date: _____

TRAVIS COUNTY, TEXAS

By: _____
County Judge

Date: _____

F.

G.

H.

I.

J.



VOLENTE

Committee Application

Contact Information		
Name:	Gary Murphy	
Address:	7324 REED DRIVE	
City:	State:	Zip:
Volente	TX	78641
Cell Phone:	512-784-4689	
Home Phone:		
E-mail Address:	gary.murphy.DCR@gmail.com	
Years of Continuous Residency in Volente:	26	

Occupation Information	
Occupation:	Number of Years:
BUSINESS OWNER	30
Company:	
DCR INC.	
Address:	
P.O. Box 171059 AUSTIN TX 78717	

Committees of Interest (please check any Committees you are applying for)	
<input type="checkbox"/> Environmental Committee	<input type="checkbox"/> Planning and Zoning Commission
<input type="checkbox"/> Finance, Budget, and Administration Committee	<input checked="" type="checkbox"/> Board of Adjustments
<input type="checkbox"/> Public Safety Committee	<input type="checkbox"/> Public Works Committee
<input type="checkbox"/> Governmental Relations Committee	<input type="checkbox"/> Public Relations Committee
List any Committees you have previously served on:	
Board of Adjustments, City Council	

Initial Below:

☒ I affirm that I have not been convicted of a felony under the laws of the State of Texas, Travis County, or in any other State.

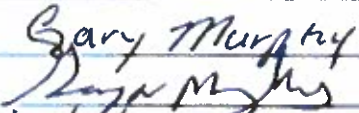
☒ I affirm that this application is completed in good faith and with full disclosure of information pertaining to the position of application.

Special Skills or Qualifications
BBA UNIVERSITY OF TEXAS

Previous Volunteer Experience
VILLAGE OF VOLENTE CITY COUNCIL / BOA VANDEGRIFT H.S. BAND BOYSCOUTS

Emergency Contact Information	
Name: KATHRYN MURPHY	Relationship: WIFE
Address: 7324 REED DRIVE	
City: VOLENTE	State: TX Zip: 78641
Phone 1:	Phone 2:
Email Address: KMURPHY4@AUSTIN.TX.COM	

Commercial, Financial, or Residential Involvement in the Community Entities or persons in Volente or those that you are engaged in business with.	
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:

Agreement and Signature	
By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal. It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.	
Name (printed)	GARY MURPHY
Signature	
Date	6/8/2020

K.

Committee Application



VILLAGE OF
VOLENTE

Contact Information			
Name:	Kristin Ruff		
Address:	16321 Jackson Stree		
City:	Volente	State:	TX Zip: 78641
Cell Phone:	512-695-5951		
Home Phone:			
E-mail Address:	Kristinruff929@gmail.com		
Years of Continuous Residency in Volente:	4		

Occupation Information	
Occupation:	Principal Consultant & President Number of Years: 1 year
Company:	KR Consulting & Solutions
Address:	

Committees of Interest (please check any Committees you are applying for)	
<input type="checkbox"/> Environmental Committee	<input type="checkbox"/> Planning and Zoning Commission
<input checked="" type="checkbox"/> Finance, Budget, and Administration Committee	<input checked="" type="checkbox"/> Board of Adjustments
<input type="checkbox"/> Public Safety Committee	<input type="checkbox"/> Public Works Committee
<input type="checkbox"/> Governmental Relations Committee	<input checked="" type="checkbox"/> Public Relations Committee
List any Committees you have previously served on:	

Initial Below:

☒ I affirm that I have not been convicted of a felony under the laws of the State of Texas, Travis County, or in any other State.

☒ I affirm that this application is completed in good faith and with full disclosure of information pertaining to the position of application.

Special Skills or Qualifications
I have over 25 years experience leading and directing HR and Payroll functions for large International businesses. For the past year, I have been successfully growing my HR Consulting business.
Previous Volunteer Experience
President - Texas Women in Business VP of Programs & Events - Austin HR Management Association Executive Council Board VP of Clubs & Programs for Leander PTA

Emergency Contact Information			
Name:	Tony Ruff	Relationship:	Spouse
Address:	16321 Jackson Street		
City:	Volente	State:	TX Zip: 78641
Phone 1:	512-999-1257	Phone 2:	
Email Address:	Tony@tonyruff.com		

Commercial, Financial, or Residential Involvement in the Community Entities or persons in Volente or those that you are engaged in business with.	
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:

Agreement and Signature	
By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal. It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.	
Name (printed)	Kristin Ruff
Signature	
Date	05/22/2020

L.

(f) Upon request by any member, the chairperson shall call a meeting within 30 days or other time period that is reasonable under the circumstances.

(g) Members do not possess legislative powers and are vested only with the authority to fulfill the purposes of the committee as set forth in section 2.03.033.

(h) Standing committees shall meet a minimum of four times a year.

Sec. 2.03.036 Reporting to council

(a) Committee reports will be made at a city council meeting by the chairperson.

(b) Supporting material, if any, must be given to the city secretary no later than noon on the Thursday preceding the regular council meetings.

Sec. 2.03.037 Special committees

"Ad hoc" or "special" committees may be temporarily set up by the city council or the mayor to deal with specific short-term items that cannot be handled by a regular standing committee. These committees will be dissolved as soon as the purpose for which the committee was formed has been fulfilled.

ARTICLE 2.04 OFFICERS

Sec. 2.04.001 City administrator

(a) The office of city administrator is hereby created.

(b) The city administrator shall be appointed by the city council when and if deemed necessary by the council.

(c) The city administrator shall have the powers and duties as prescribed from time to time by the city council.

(d) The city administrator may be removed from office in all event(s) and in the manner(s) provided in Tex. Loc. Gov't Code Ch. 22, or any successor statutes thereto, or as provided in an employment agreement.

Sec. 2.04.002 City secretary

(a) The office of city secretary shall be filled by appointment. At the first regular meeting held after the general city election held on the first Tuesday in November of each even-numbered year, or as soon thereafter as practicable, and after the members of the city council elected at the election in the even-numbered year have qualified and been installed in office, the city council shall appoint a city secretary to serve for a term of two years and until his or her successor shall have been duly appointed and qualified. The secretary, at the beginning of each term of office, shall take and subscribe to the official oath of office and shall post bond in a sum as the city council shall direct, the premium on the bond to be paid by the village. The secretary shall perform all of the statutory duties prescribed by law in Tex. Loc. Gov't Code section 22.073, and as hereafter amended, and other duties as may be prescribed from time to time by the city council, or as provided in state law.

M.

N.

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
April 22, 2020**

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the "Fund") that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.



**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Travis County Coronavirus Relief Fund Awards - Small Cities Proposed Uses and Budget

To be considered an eligible expenditure for Coronavirus Relief Funds under the ILA:

- 1) Expenditure *incurred* March 1 - November 30, 2020
- 2) Invoice for reimbursement submitted no later than November 30, 2020
- 3) Expenditures are necessary and respond directly to the COVID-19 public health emergency or the secondary impacts of the emergency
- 4) Expenditures were not accounted for in the budget most recently approved as of March 27, 2020
- 5) Expenditures do not replace lost revenue

Please see US Treasury Department guidance and FAQs for more eligibility details & Travis County ILA for additional guidance

City	Village of Volente
Initial 20% Advance	\$ 6,534
80% Reimbursement	\$ 26,136
Total Award Amount	\$ 32,670

Uses & Estimated Budget Proposed for Initial 20% Advance (Per ILA Section 7.4)						
Type of Program	Program/Use (Provide Detailed Description)	Personnel	Operating	Contract	Capital	Total
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Select from Dropdown		\$ -	\$ -	\$ -	\$ -	\$ -
Totals:		\$ -	\$ -	\$ -	\$ -	\$ -

Dear Recipient:

Attached is the Excel format for you to use to identify the Proposed City Programs and to request the 20% Advance as identified in section 6.3 of your agreement.

Instructions:

- 1) Fully complete the spreadsheet (both the 20% Initial Allocation and 80% reimbursement). For each Program do the following:
 - a. Use the drop-down list to select the Type of Program
 - b. Provide a detailed description of the Program and funding use
 - c. Enter the estimated cost by category (Personnel, Operating, Contract, or Capital)
- 2) Email the completed spreadsheet to: CRF-Application@traviscountytx.gov

What Happens Next:

- 1) County staff will review your submitted spreadsheet for compliance with CARES Act eligible expenditures. We will contact you if there are any issues, concerns, or clarifications needed before its approval.
- 2) Once approved, we will send you an acknowledgement of its approval using DocuSign. The acknowledgement will contain an affirmation for your signature as well as the completed/approved spreadsheet. It will also serve as the initial invoice for completing the 20% advance.

What if I have questions about how to complete the form?

Contact DeDe Flanagan via email: dedeflanagan@traviscountytx.gov or phone: 512-854-7827, for assistance.

ATTACHMENT B
COVID-19 Response Recovery Uses of Coronavirus Relief Fund

Cost Categories Eligible for Reimbursement to Eligible Cities*			
Cost Category	Activity	Overlap	Description
1 Medical Expenses	Public telemedicine capabilities		Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2 Payroll Expenses	COVID Dedicated Payroll Expenses		Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
3 Compliance Expenses	Distance learning		Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
4 Compliance Expenses	Telework capability improvement		Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
5 Compliance Expenses	Providing paid sick and medical leave		Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
6 Compliance Expenses	Care of homeless populations		Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
7 Economic Expenses	Government payroll support program		Expenditures related to a State, territorial, local, or Tribal government payroll support program.
8 Economic Expenses	Unemployment insurance costs		Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
9 Other COVID-19 Related Expenses	Other COVID-19 Related Expenses		As specifically allowed by US Treasury Department
10 Economic Expenses	Provision of grants to small businesses	TC-EDSI	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures are allowed but require close coordination with County staff
* If another local entity is using federal COVID-19 response and recovery funding for any of these eligible expenses within an eligible city's corporate limits, reimbursements for those expenses will be disallowed.			

Ineligible Cost Categories - Services Provided Directly by Travis County			
Cost Category	Activity	Overlap	Description
1 Compliance Expenses	Rent, mortgage and utility assistance	TC-HHS	Expenses for rent, mortgage and utility assistance to low income residents impacted by the COVID-19 public health emergency and subsequent economic impacts.

Cost Categories Eligible for FEMA Funding			
Cost Category	Activity	Overlap	Description
1 Medical Expenses	Public medical facility expenses	FEMA	COVID-19-related expenses of public hospitals, clinics, and similar facilities.
2 Medical Expenses	Establishing temporary facilities	FEMA	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
3 Medical Expenses	Testing	FEMA	Costs of providing COVID-19 testing, including serological testing
4 Medical Expenses	Emergency medical response	FEMA	Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
5 Public Health Expenses	Communication and enforcement	FEMA	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
6 Public Health Expenses	Medical supply acquisition and distribution	FEMA	Expenses for acquisition and distribution of medical and protective supplies.
7 Public Health Expenses	Disinfection of public areas	FEMA	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
8 Public Health Expenses	Technical assistance	FEMA	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
9 Public Health Expenses	Public safety measures	FEMA	Expenses for public safety measures undertaken in response to COVID-19.
10 Public Health Expenses	Quarantining	FEMA	Expenses for quarantining individuals.
11 Compliance Expenses	Maintaining prisons and jails	FEMA	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.

**TRAVIS COUNTY INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT**

CFDA # 21.019

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, ("County"), and the _____, a municipal government located wholly or partly in Travis County, Texas ("City").

RECITALS

This Agreement is for certain management services, as identified in Section 5 (Scope of Services) under authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Chapter 791.

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County desires to contract with City for the administration of the distribution of a portion of Travis County's CARES Act funds by providing funds to City for certain activities authorized in the Treasury CRF Guidance. City is capable of providing the services and related activities for the appropriate reimbursement for distribution of CRF Funding.

On March 6, 2020, the Travis County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of City and its residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Travis County economy and the economic welfare of the residents of Travis County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to City by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services or benefits, and management fees, and other appropriate supporting documentation.

2.5 "Proposed City Program" means any specific projects, programs, initiatives, purchases, or disbursements of funds proposed by City.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 "Records" means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 "Treasury CRF Guidance" means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 "Working Day" means Monday through Friday except for days that County has designated as holidays and listed at <http://www.traviscountytexas.gov/human-resources/holiday-schedule>.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

4.1 This Agreement and any subsequent amendments;

4.2 Exhibit A.

4.3 Exhibit B.

5. REPRESENTATIONS AND WARRANTIES OF CITY:

5.1 City represents and warrants that City will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 City represents and warrants that City does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in City's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 City represents and warrants that City will not make prepayments on contracts using the CRF Funding if doing so would not be consistent with City's policies and procedures in the ordinary course.

5.4 City represents and warrants that City will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 City acknowledges and recognizes that the source of the CRF Funding is Travis County and its CARES Act allocation for any public programs or initiatives using the CARES Act funding.

6.1.2 City receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding City acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. City agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of City's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture by County for return to the Direct Costs Program or for return to the United States Department of the Treasury.

6.2 Deposit of CRF Funding.

6.2.1 Separate Account City shall create a separate, segregated account solely for holding and disbursing the CRF Funding and deposit both the initial advance of not more than 20% of the Not to Exceed Amount and the reimbursements based on Eligible COVID-19 Expenditures from the CRF Funding into that account.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, City must treat all interest earned and all proceeds of investment as if it were CRF Funding received from Travis County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, City shall provide the Travis County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Direct Deposit. City must email the Travis County Auditor at CRF-Funding@traviscountytexas.gov to obtain an electronic form to set up direct deposit into City's segregated CRF Funding account through electronic ACH deposit.

6.2.5 City must send requests for reimbursement with all necessary Expense Documentation to:

Patti Smith, CPA

Travis County Auditor

Preferably via e-mail to: CRF-Funding@traviscountytexas.gov

or

Via US mail to: P.O. Box 1748

Austin, Texas 78767

6.3 Request for CRF Funding.

6.3.1 Advance. City must submit its Proposed City Programs to County for approval based on the eligibility criteria in 7.4 to ensure compliance with the requirements of the CARES Act. After County has approved the Proposed City Programs, City may request an advance of CRF Funding through the Travis County Auditor that covers actual costs incurred from on after March 1, 2020 with the Expense Documentation for reimbursement or up to 20% of their Not to Exceed Amount, whichever is larger. No Expense Documentation is required to receive a 20% advance; however, City must pay the County for any amount paid to City for the advance and/or reimbursements for which City has not submitted Expense Documentation for Eligible COVID-19 Expenditures to the Travis County Auditor on or before October 31, 2020.

6.3.2 Reimbursements of the Remainder. City must have written approval for its Proposed City Program from the County to receive reimbursements from the remaining **eighty percent (80%)** of the Not to Exceed Amount. City may request reimbursement of Eligible COVID-19 Expenditures from the Travis County Auditor for the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount under this Agreement through October 31, 2020.

6.3.3 Issuance of ACH. Due to statutory requirements for auditing by the Travis County Auditor and approval by Commissioners Court, County may require ten (10) business days to process requests for advances and requests for reimbursements.

6.4 Use of CRF Funding.

6.4.1 City shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020 in compliance with this Agreement.

6.4.2 City may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020.

6.5 City's Obligations relating to its Use of the CRF Funding.

6.5.1 City shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 City shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If City's CRF Funding account is already closed out, City shall reimburse and return to County any portion of the CRF Funding that County or the U.S. Department of the Treasury, or their designees deem was

not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 City shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. City shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. City shall deliver a copy of all Expense Documentation and the final report of Eligible COVID-19 Expenditures to the County no later than November 20, 2020, and shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 City shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding by County and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.5.5 City shall return and re-pay any CRF Funding that has not been expended by 11:59 p.m., October 31, 2020.

6.5.6 By November 20, 2020, City shall provide County with a report of the use of all CRF Funding and return any CRF Funding that was not used for Eligible COVID-19 Expenditures. Any and all CRF Funding may be collected and redistributed at County's discretion.

6.6 City's Obligations for Use of the CRF Funding Received as Reimbursements.

6.6.1 City may choose to set up programs that are in compliance with the eligibility criteria in subsection 7.5 of this Agreement. City shall coordinate with County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.6.2 City shall only request reimbursement from the CRF Funding for Eligible COVID-19 Expenditures. It is City's responsibility to remain informed of and act in accordance with all updates and amendments to the CARES Act and the Treasury CRF Guidance. If the City is not sure that an expenditure is an Eligible COVID-19 Expenditure, it should seek an opinion from its City Attorney before making the expenditure.

6.6.3 City shall only disburse the advance of the CRF Funding or claim reimbursements from the CRF Funding for Eligible COVID-19 Expenditures for City's response to the COVID-19 disaster for its own operational needs and for the needs of eligible City residents and businesses within its municipal corporate limits and within Travis County boundaries as determined by County.

6.6.4 City shall report all expenditures made under this Agreement and submit claims for reimbursements to County on a monthly basis through November 20, 2020 in any report format as determined by County in County's sole discretion.

6.7 Attorney's Fees and Costs. City shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against City to enforce the terms of this Agreement to the extent allowed by law.

6.8 Subsequent Direct Federal Funding for City. If the United States Congress enacts additional statutes that provide funding directly to City for responses to the COVID-19 disaster, there is a risk that City's use of that funding may change the eligibility of claims previously reimbursed by County. City shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to City by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the City must pay back the reimbursement so County can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. COUNTY'S OBLIGATIONS:

7.1 Supervision. The Travis County Auditor in consultation with County's consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds City has disbursed under any pre-approved Proposed City Program.

7.2 Calculation of Maximum City Funding. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County.

7.2.1 "Funding Formula" means the formula used by the State of Texas to allocate a portion of the state's CRF funds among counties and cities with a population of 500,000 or less which results in **Fifty Five Dollars** per City Resident who resides within the boundaries of Travis County.

7.2.2 County shall calculate the Not to Exceed Amount using the **Dollars** per City Resident resulting from using the Funding Formula.

7.2.3 "Not to Exceed Amount" means **Fifty-Five Dollars (\$55)** per City Resident multiplied by the Number of City Residents Residing Within Travis County Boundaries when the population used equals the US Census Bureau's estimated 2019 population, or the most recent US Census Bureau's estimated population available.

7.2.4 Within this Not to Exceed Amount City may include management fees for costs it incurs for administering the CRF Funding that were not included in its most recent approved budget before March 27, 2020 if those costs do not exceed **ten percent (10%)**

of all funds received under this Agreement. For example, if the City must hire additional staff or pay overtime that was not included in the budget to manage an approved Proposed City Program, these expenditures up to 10% of the CRF Funding provided to the City under this Agreement may be claimed for reimbursement.

7.2.5 If City submits a Proposed City Program or requests reimbursement for expenditures that do not clearly meet the criteria in the CARES Act and it is necessary for County to seek review of the request by its consultant with this compliance expertise, County may charge that against City's Not to Exceed Amount as an expense necessary for County to administer this Agreement. These charges will be documented by an invoice from the consultant that indicates the fee charged, the subject matter of the request and the City making the request for review for payment.

7.3 Distribution of Not to Exceed Amount.

7.3.1 Subject to the terms and conditions of this Agreement, County shall transfer from its CARES Act funding **twenty percent (20%)** of City's Not to Exceed Amount under this Agreement to City within 10 business days after County approval of the Proposed City Programs and request for the advance payment.

7.3.2 Through October 31, 2020, County shall reimburse City for Eligible COVID-19 Expenditures from the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount for Proposed City Programs approved by County.

7.4 Eligibility for Advance and/or Reimbursement. The Proposed City Program must comply with the following criteria:

7.4.1 City has presented a documented need for the Proposed City Program, in the format requested by County;

7.4.2 To avoid duplication of benefits which is prohibited by the Treasury CRF Guidance, the Proposed City Program, does not provide the same or similar benefits to City's residents or businesses that are provided by a County program, unless the City has coordinated with the County staff or the County consultant for the applicable County program to ensure that there is no duplication of benefits. The Proposed City Programs are subject to the following:

7.4.2.1 If the Proposed City Program provides benefits for businesses in the form of grants or loans or business coaching that city must coordinate with Business and Community Lenders of Texas about any businesses which it is considering for a grant or a loan, and communicate identifiable information about these businesses on a frequent basis and before awarding and advancing funds to small businesses in their jurisdiction and not award additional funding to a business to which County has already advanced funding, or

7.4.2.2 If the Proposed City Program provides benefits for residents, the City benefits for residents cannot include assistance with rent, mortgage payments or utility costs, because such assistance is already provided by County.

7.4.3 The Proposed City Program only addresses needs of City's residents resulting from the declared COVID-19 disaster and small businesses within the boundaries of Travis County, and does not provide direct benefits to those in adjacent counties;

7.4.4 The Proposed City Program, addresses needs resulting from the declared COVID-19 disaster with costs incurred beginning on or after March 1, 2020 in compliance with the CARES Act and the Treasury CRF Guidance;

7.4.5 If approved, City will be able to use or distribute all of the funds provided for the Proposed City Program before October 31, 2020 to ensure full expenditure of the funding received by County from the CARES Act funds;

7.4.6 To maximize federal funding available for use within the Travis County boundaries, City must have submitted the Proposed City Program for any applicable federal grant or funding through another federal funding source like FEMA and have had that submission disallowed unless the Proposed City Program is clearly not eligible for any other funding;

7.4.7 The Proposed City Program was not included in City's most recent budget approved before March 27, 2020 as certified by the appropriate official of City;

7.4.8 The Proposed City Program does not, directly or indirectly (such as assistance with payment of ad valorem taxes), replace City revenue lost as a result of the COVID-19 disaster; and

7.4.9 The Proposed City Program complies with the CARES Act and the Treasury CRF Guidance.

7.5 Requirements for Reimbursement. County shall reimburse City in an aggregate amount up to City's Not to Exceed Amount which is _____ dollars (\$XX) for Proposed City Programs if City:

7.5.1 Has obtained written pre-approval from County staff in consultation with its consultant for maximizing the efficiency and effectiveness of County's response for the Proposed City Program based on the eligibility criteria in section 7.5;

7.5.2 Before October 31, 2020, requests reimbursement for the specific Proposed City Programs approved by the County;

7.5.3 Complies with the reporting requirements in this Agreement on a timely basis;

7.5.4 Complies with County's requirements placed on approval of the Proposed City Program; and

7.5.5 Certifies that none of the amounts submitted for reimbursement were:

7.5.5.1 Included in City's most recent budget approved before March 27, 2020 or

7.5.5.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace City revenue lost as a result of the COVID-19 disaster.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. City must submit complete, accurate Expense Documentation as required by the Travis County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, City shall itemize the Expense Documentation. Within the Expense Documentation, City must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. City understands and acknowledges that all Expense Documentation must be submitted to County on a rolling monthly basis before October 31, 2020. On or before the first day of each month before October 31, 2020, City must submit all required Expense Documentation as Eligible COVID-19 Expenditures are incurred and City disburses funds. City must submit only Expense Documentation that relates to services rendered and funds disbursed during the previous month. There is one exception to this. City may submit Expense Documentation for services rendered and/or funds disbursed between March 1, 2020 and the date this Agreement begins with Expense Documentation for the first month after this Agreement begins if the Proposed City Program has been approved and the expenditures are Eligible COVID-19 Expenditures.

8.3 Penalties. If City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement, County may either withhold reimbursements until City complies with all reporting and other requirements, or terminate this Agreement with no obligation to reimburse for undocumented or ineligible services, or both.

8.4 Maintenance and Retention of Records. City shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. City shall make these Records available in Travis County for inspection by County or authorized County and federal personnel upon request. City must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, City must keep these Records after the seven (7) years and until all litigation, claims, or

audit findings are resolved. **City is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.4 has lapsed. Destruction is deemed non-compliance.**

8.5 Federal Accounting Requirements. City acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

8.5.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), , if City as a subrecipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.5.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.5.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.5.2.2 §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and

8.5.2.3 subpart F regarding audit requirements.

8.6 Access to Records and Audit. City grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any City Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. City shall furnish all Records to authorized County and federal personnel in Travis County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to City's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Travis County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.7 Requirement to Address Audit Findings.

8.7.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the City's obligations hereunder, City agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the City's receipt of the findings. City's corrective action plan is subject to the approval of County.

8.7.2. City understands and agrees that City must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Travis County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. City agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of City. City shall provide to County periodic status reports regarding City's resolution of any audit, corrective action plan, or other compliance activity for which City is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of City.

9. CONFIDENTIALITY:

9.1 City shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. City shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and City are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Travis County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees ("County Requestors") may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas. City releases County Requestors from any liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part of them, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County in reliance on any advice, decision or opinion of the Attorney General of Texas to be available to the public or any persons.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, City and County shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. City and County are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the City for the payment of these taxes under this Agreement. County shall not reimburse City for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon City's cost in its performance or acquiring products or services or materials or supplies furnished or used by City under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. City understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed City Programs under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, distributed in 7.3 and stated in Section 7.5** unless a written amendment is approved by the Travis County Commissioners Court and is executed by the Parties. County shall not pay for any

services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. City understands and agrees that it is necessary for City to be completely transparent with County about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. City shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants. City shall also provide County with notice of approvals and rejections of these submissions and will certify that all information submitted to the County is true, accurate and complete to the best of the certifying official's knowledge.

13.3 Monitoring. The Travis County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount and shall resolve any dispute between the Parties related to County's reimbursements to City under this Agreement.

13.4 Reimbursements for Remainder. City may request reimbursements for the remaining reimbursable **eighty percent (80%)** of the CRF Funding through October 31, 2020. If City seeks funding after October 31, 2020, County may, in its sole discretion, disallow or refuse to fund any activity or disbursement. County shall not reimburse City for any costs that are not allowable under applicable statutes, rules and regulations. City shall not distribute or use CRF Funding for any expenditures that are not allowable under applicable statutes, rules and regulations. If County has advanced CRF Funding or reimbursed City for expenditures that are ineligible or become ineligible as a result of changes in the CARES Act or the Treasury CRF Guidance, County has the right to withhold all or part of any subsequent reimbursement to City to offset a reimbursement to City for expenditures that were ineligible or became ineligible or for which City has not provided Expense Documentation as determined by County Auditor in her sole discretion.

13.5 Refund provision. County has the right to demand repayment of any funds paid to City that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures unless these were offset against a subsequent reimbursement. Upon notice by County, City shall promptly pay back any monies previously reimbursed by County that County, in its sole discretion, determines were ineligible expenditures by City or were not in compliance with this Agreement.

13.6 Prior Debts. County shall not be liable for costs incurred or performances rendered by City before March 1, 2020 or after October 31, 2020; for expenditure that City has not submitted a request for reimbursement to County within the applicable time frame stated in this Agreement; or for any reimbursement for services or activities not provided in compliance with this Agreement.

13.7 Prevention of Fraud and Abuse. City shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. City shall report any known or suspected incident of fraud or program abuse involving City's employees or agents immediately to the County in writing. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.8 Prompt Payment Act. City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.9 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement and without additional reimbursement by County, City shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.10 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. City has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by Travis County Commissioners Court and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to City's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If City enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. City acknowledges that it is solely responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County has the right to prohibit City from using any subcontractor.

17. REMEDIES AND WAIVER OF BREACH:

17.1 City and County both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing.

17.4 It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If County determines that City materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

18.1 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by County;

18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

18.3 Disallowing claims for reimbursement;

- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the City from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

City costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently.

County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. City shall stop all services pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. City may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to City and City shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to City and City shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by City or City's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 City's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 City's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 City's failure to comply with the reporting requirements, the specifications of the Proposed City Programs approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 **Method.** Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

TO COUNTY:

Judge Samuel T. Biscoe
Travis County
700 Lavaca Avenue St. 2nd Floor
Austin, Texas 75701 (512) 854-9555 (office)

TO CITY:

Mayor

With a copy to:

Bonnie S. Floyd, MBA, CPPO, CPPB
Purchasing Agent
Travis County Purchasing Office
700 Lavaca Avenue St. 7th Floor
Austin, Texas 75701 (512) 854-9700 (office)

19.3 **Change of Address.** Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

20. IMMUNITY:

20.1 County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law.

20.2 City Waiver of Sovereign Immunity. In consideration of County providing the CRF Funding to enable City to serve residents within the portion of City's jurisdiction within Travis County and to the extent that City may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), City hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by October 31, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, City acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a this clear and unambiguous waiver of any immunity from both suit and liability that City may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

21. COMPLIANCE WITH LAWS:

City shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. City is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon City and County and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 Contra Proferentum. The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 Law and Venue. The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. The state or federal courts in Travis County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except as provided in Section 13, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

City, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. City is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. City is specifically responsible for sufficient supervision and inspection to ensure compliance in

every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of City by virtue of this Agreement.

PART 2 – MISCELANEOUS FEDERAL MANDATES

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, City agrees as follows:

1.1 City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 City will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of City's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 City will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If City is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and City may be declared ineligible for

further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 City will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event City becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency City may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: City for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Citys, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 City agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

2.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.4 City shall require that

2.4.1 the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3 CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, City is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 City must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by Travis County. If it is later determined that City did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and Travis County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 City agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. City further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 City shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4 HIPAA COMPLIANCE

City shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under

HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, City, or any other party pertaining to any matter resulting from the Agreement.

6 FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 City acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to City's actions pertaining to this Agreement.

6.2 False Statements by City. By acceptance of this Interlocal Agreement, City makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, City will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the City signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that City has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then County may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to County under this Interlocal Agreement and applicable law. False statements or claims made in connection with County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7 COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Subrecipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the City and any Subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such City and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by City or Subrecipient under any such contract or any other Federal contract with the same prime City, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime City, such sums as may be determined to be necessary to satisfy any liabilities of such City or Subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. City or Subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Subrecipients to include these clauses in any lower tier subcontracts. The prime City shall be responsible for compliance by any Subrecipient or lower tier subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8 CLEAN AIR ACT

8.1 City agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9 FEDERAL WATER POLLUTION CONTROL ACT

9.1. City agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, City shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

11 PROHIBITED COSTS

CRF Funding s may not be used in connection with the following acts by City or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

12 REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, City acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 – APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

1.1 City acknowledges that the County of Travis, a corporate and political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 City acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 City acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the City or any third party, and the City agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to County or United States Department of the Treasury.

1.4 City will cooperate with County in the production of documents or information responsive to a request for information.

2 E-VERIFY

By entering into this Interlocal Agreement, City certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the City pursuant to the Interlocal Agreement.

3 ENERGY CONSERVATION

If applicable, City agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4 NEPOTISM

City shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the City's governing body or of the City's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5 CHILD PROTECTION

5.1 City shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 City shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. City shall also ensure that all program personnel are properly trained and aware of this requirement.

6 WORKPLACE PROTECTION

6.1 City shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 City shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

COUNTY OF TRAVIS, STATE OF TEXAS

CITY/ VILLAGE OF _____

BY: Samuel T. Biscoe
Travis County Judge

BY: _____

Date: _____

Date: _____

Approved as to Form:

Assistant County Attorney
Travis County Attorney's Office

DRAFT

Exhibit C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CITY**

Federal Executive Order 12549 requires Travis County to screen each covered potential City to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered City must also screen each of its covered subrecipients.

In this certification "City" refers to both City and subrecipient; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the City accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the City knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The City shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential City learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The City agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? ☐ YES ☐ NO

5. The City further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. City may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. City must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

certification document. The knowledge and information of City is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if City in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered City:

☐

The City certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

☐

The City is unable to certify to one or more of the terms in this certification. In this instance, the City must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of City

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name

Title of Authorized Representative

Exhibit D

Federal Anti-Lobbying Certification

The undersigned City certifies that, to the best of its knowledge:

No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

City shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of City's Authorized Official

Name and Title of City's Authorized Official

Date

O.

RESOLUTION – VILLAGE OF VOLENTE

Division 1. Meetings and Rules of Procedure:

Sec. 2.02.030 Time and place of regular meetings

(a) Time. The city council shall hold regular meetings on the third Tuesday of each month at 6:30 pm. If the regular meeting of the council falls on a legal or national holiday, the meeting may be rescheduled at the discretion of the mayor.

(b) Place. All regular meetings of the council shall be held in the council chambers at the village hall, currently located at 16100 Wharf Cove, Village of Volente, Texas, or at the Village of Volente Fire Station at the discretion of the city secretary.

Sec. 2.02.031 Special meetings and workshops

The mayor may call a special meeting or workshop of the council whenever in his or her opinion the public business may require it, or at the express written request of two council members. A workshop is generally a special meeting on a limited number of topics, that is agreed to by a majority of council, where no actions will be taken and no public comment is solicited. A special meeting is generally a meeting called by the mayor to address a limited number of topics that require council action before the next scheduled regular meeting. When a special meeting or a workshop is called, each council member will be notified by electronic mail, or by hand-delivered notification to the council member's residence, stating the date and hour of the meeting and the agenda. No business shall be transacted thereat except such as is stated in the agenda.

Sec. 2.02.033 Public hearings

A public hearing may be held during a regular meeting or a special meeting of the council.

Sec. 2.02.033 Agenda

(a) Placement of items on agenda; consent agenda. Any two members of council or the mayor may place any item on the agenda of any specific meeting for discussion and/or action. The mayor must finalize the agenda by 5:00pm on the fourth working day prior to the meeting (i.e. by 5:00pm on preceding Weds for a Tuesday meeting, assuming no holidays). If two council members are requesting an agenda item, this request must be delivered in writing or email to the secretary by 5:00pm on the fifth working day prior to the meeting. If the meeting is a Special Meeting or a Workshop, the mayor is allowed one extra day to finalize the agenda (i.e. by 5:00pm on the third working day prior to the meeting). The mayor may also select certain agenda items to be considered by the council as consent items. These items may be approved in part or in total by a majority vote of the council. Any consent item may be removed from the consent agenda and considered separately with discussion and citizen comment by any single council member. Items removed from the consent agenda will automatically go to the end of the agenda for discussion and decision unless the mayor deems that its importance requires that it be

placed in a different order on the agenda. No part of this subsection shall be interpreted in such a manner that allows any person to prevent, restrict or inhibit a member of the council or the mayor from placing any item on the agenda. Any item submitted for the agenda by council members or the mayor must be preserved in its original form and may not be edited, censored or altered in any way without the express permission of the submitting party.

(b) Submission of supporting documentation; scheduling. All supporting documentation regarding an agenda item shall be delivered to the city secretary at least four (4) working days preceding the council meeting. Any supporting documentation received after this deadline is up to the discretion of the secretary as to whether it will be distributed to council members in advance of the meeting or at the meeting or not presented. The mayor shall determine the order and scheduling of matters to appear on the agenda.

(c) Furnishing of agenda to council members. A copy of the agenda along with the appropriate supporting documentation shall be furnished to each council member and the mayor prior to the council meeting as far in advance of the meeting as time for preparation will permit, but no later than the above deadline for finalizing the agenda. Each agenda will note the council member sponsor(s) of any matter for council consideration. Meetings and postings of meetings will be made in accordance with state law.

(d) Rescheduled meeting. In the event that a regular meeting is rescheduled to a day other than the third Tuesday, all deadlines for submission of matters to be included on the agenda shall be adjusted accordingly.

(e) Absence of sponsoring member. If the mayor or the two council members who sponsored a matter are not present at the council meeting, the matter shall be deferred unless the sponsoring member has agreed that the matter should proceed to a vote in their absence or if the members present deem it a matter of exigent circumstances. For example, a citizen, property or staff is in peril and immediate action is required to avert injury, loss or damage.

(f) Submissions to be made in paper form or electronic form. All submission of matters to the village for consideration by the council shall be made in paper form or in electronic form. Electronic submission may be made by compact disk or DVD format, or may be sent by electronic mail to the village's current electronic mail address listed on the village's Internet website.

Sec. 2.02.034 Presiding officer

The presiding officer of the council shall be the mayor. In the absence of the mayor, the mayor pro tem shall become the presiding officer. The mayor pro tem shall also serve all the functions of the mayor in the mayor's absence. The presiding officer shall preserve strict order and decorum at all meetings of the council. He or she shall state every question coming before the council, announce the decision of the council on all subjects and decide

all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council shall govern and conclusively determine such question of order. He or she shall sign all ordinances and resolutions adopted by the council during his or her presence. In the event of the absence of the mayor, the presiding officer shall sign ordinances or resolutions as adopted.

State law reference—Mayor as presiding officer, V.T.C.A., Local Government Code, sec. 22.037.

Sec. 2.02.035 Call to order; temporary chairperson

(a) The presiding officer shall take the chair at the hour appointed for the meeting, and shall call the council to order.

(b) In the absence of a presiding officer, a temporary chairperson shall be elected by the council members present.

(c) Upon the arrival of a presiding officer, the temporary chairperson shall relinquish the chair upon the conclusion of the business item before the council.

Sec. 2.02.036 Quorum

The mayor and three council members shall constitute a quorum at any regular or special meeting of the council. In the absence of the mayor, four of the five council members constitute a quorum. In the absence of a quorum, the presiding officer may declare the meeting cancelled due to lack of quorum and reschedule or shall compel, at the insistence of any two council members present, the attendance of the absent council member(s). At a called or special meeting or any meeting to consider taxes, two-thirds of the council constitutes a quorum. (Ordinance 2013-O-4 (134), sec. 20.06, adopted 12/17/13)

State law reference—Quorum requirements, V.T.C.A., Local Government Code, sec. 22.039.

Sec. 2.02.037 Order of business

(a) All meetings of the council shall be open to the public. On the day of each scheduled meeting and upon determination that a quorum is present, the council members, the city secretary, the village attorney (as needed), and the presiding officer shall take their regular stations in the council chambers, and the business of the council shall be taken up for consideration and disposition.

(b) The mayor shall have the authority to indicate on the agenda that certain agenda items will be taken up by the council at a time certain.

(c) At the appointed time, any matter then under discussion shall be postponed and the agenda item designated for a time certain will be taken up by the council. For each agenda item, unless a different format is prescribed by law, the following protocol may be used:

- (1) Introduction of item by the presiding officer;
- (2) Presentation by staff (or sponsoring council member);
- (3) Citizen communication;

(4) Council deliberation and possible action.

(d) If there is new information or a new direction considered during council deliberation, citizens may request that additional citizen communication be permitted. The presiding officer may allow additional citizen communication to be followed again by additional council deliberation. The presiding officer may request that the item be postponed to a future meeting to allow for a public hearing to be posted prior to further council deliberation.

Sec. 2.02.038 Reading of minutes; preparation of minutes

Unless a reading of the minutes of a council meeting is requested by a council member, the minutes may be approved without reading if the city secretary has previously furnished each council member with a copy thereof. The following procedure may be followed with regard to preparation of minutes of council meetings. The city secretary may provide a draft of proposed minutes of a council meeting to the mayor and all council members, who may submit any proposed additions, deletions, or corrections directly to the city secretary. The city secretary shall prepare the minutes with all additions, deletions, and corrections proposed by the mayor or any council member noted in redline or any other reasonable means for highlighting such changes, and present same to the council at a public meeting. Reasonable attempt should be made to present these minutes for council approval at one of the next two regular council meetings, or as soon after as is practical.

Sec. 2.02.039 Rules of debate

(a) Getting the floor. Improper references are to be avoided. Every council member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer shall confine himself or herself to the question under debate, avoiding all personalities and indecorous language. All council members have the right to be recognized, to make motions, and to speak.

(b) Interruptions. A council member, once recognized, shall not be interrupted when speaking unless it is to call to order, or as herein otherwise provided. If a council member, while speaking, be called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

(c) Amending a motion. A council member, upon being recognized to speak, may request that a motion on the floor for discussion be amended. Upon such a request, the mayor shall ask the council members that made and seconded the original motion if they are willing to accept the amendment to the original motion. If both members agree to accept the amendment, then the original maker of the motion will restate the original motion to include the amendment, the motion will be amended, and debate will continue on the amended motion. If either member does not accept the amendment, then debate continues on the original motion.

(d) Previous question. Any council member, upon being recognized to speak, may move to call the question on the motion on the floor. A motion to call the question requires a

second. If there is a motion and a second on the motion to call the question, then debate ends and there is a vote to consider ending debate on the original motion. A majority vote of members present is required to end debate on a motion. Either the maker or the sponsor will be recognized by the mayor to make a closing comment for correction or clarification, which will be two minutes or less if needed.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day the action was taken. It may be made either immediately during the same session or at a recessed or adjourned session thereof. The motion must be made by one of the prevailing side, but may be seconded by any council member, and may be made at any time and have precedence over all other motions or while a council member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any council member from making or remaking the same or any other motion at a subsequent meeting of the council.

(f) Request to have remarks entered in minutes. A council member may request, through the presiding officer, the privilege of having a statement on any subject under consideration by the council entered in the minutes.

(g) Format of minutes. The city secretary shall enter in the minutes a description of the agenda item, and any motions or votes taken by the council on any question coming before the council.

(h) Rules of order. Except to the extent superseded or modified by this division, Robert's Rules of Order are adopted and incorporated herein by reference as the rules of procedure for the council. Such rules are procedural guidelines, only. Failure to strictly follow the rules of order does not render an action voidable or void.

(Ordinance 2013-O-4 (134), sec. 20.09, adopted 12/17/13)

Sec. 2.02.040 Addressing the council

(a) Citizen communication. Interested parties or their authorized representative may address the council, if recognized by the presiding officer, by written or oral communications regarding matters then under discussion.

(b) Manner of addressing council; time limit. Each person addressing the council shall give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the council, shall limit his or her to a single presentation of four minutes. A citizen present at the meeting may award their time limit to another citizen at the meeting. A citizen accepting another's time limit may only accept a time limit from one citizen. All remarks shall be addressed to the council as a body and not to any council member thereof. No person, other than the council and the person having the floor shall be permitted to enter into any discussion, either directly or through a council member, without the permission of the presiding officer.

Sec. 2.02.041 Silence constitutes affirmative vote

Unless a council member states that he or she is not voting, his or her silence shall be recorded as an affirmative vote.

Sec. 2.02.042 Decorum

(a) Generally.

(1) Council members. While the council is in session, the council members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.

(2) Other persons. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer, barred from further audience before the council, unless permission to continue is granted by a majority of the council.

(b) Enforcement. A member of the village administration may be the sergeant-at-arms of the council meetings, as needed. He or she shall carry out all orders and instruction given by the presiding officer for the purpose of maintaining order and decorum at the council meeting.

Sec. 2.02.043 Members may file protest against council action

Any council member shall have the right to have the reasons of his or her dissent from or protest against any action of the council entered on the minutes.

Sec. 2.02.044 Ordinances, resolutions, motions and contracts

(a) Introduction of ordinances and amendments. All council members have the right to introduce new ordinances and amendments to existing ones.

(b) Approval of contract documents by village attorney and village administrator. All contract documents shall, before presentation to the council, be approved as to form and legality by the village attorney or his or her authorized representative. All the instruments shall have first been referred to the village secretary and then the same shall be returned to the mayor with a written memorandum of the reasons why the approval is given or withheld. In the event the questioned instrument is not redrafted to meet an objection, or the objection is not withdrawn and approval in writing given, then the mayor shall so advise the council and give the reasons. No contract affecting the village may be changed after previously being approved by the village attorney without getting his or her approval as to the form and legality of the change.

(c)

Sec. 2.02.045 Reports and resolutions to be filed with secretary

All reports and resolutions shall be filed with the city secretary and entered in the minutes.

Sec. 2.02.046 Adjournment

A motion to adjourn shall always be in order and decided without debate. A majority vote of the council is required to adjourn if there is unfinished business, and any unfinished business shall be placed on an agenda of the next meeting.

Division 2 – General Complaint Process**Sec. 2.02.047 COMPLAINTS****Purpose****Complaint filing process**

A complaint may be filed by a resident of the community or by a city official.

The complaint must be in writing and filed with the city secretary.

- The date
- A photo (or multiples)
- The address, person(s), or business
- A written description of the violation(s)
- Reference to code section that is violated
- The complainant's contact information (if a citizen complaint). The complainant's name and information shall be confidential (to the extent allowed by law).

Complaint research process

The city staff will record, document and research all complaints and may use the City's professional services staff to validate and verify complaints.

If the city secretary verifies that a violation has occurred, the city secretary shall issue within one week a formal written warning letter to the Violator by city staff and delivered two of the following methods: email, US mail, hand delivery left at the property. The warning shall allow a one month compliance/resolution deadline and state the applicable fines, the applicable code sections, an offer that assistance may be available, and instructions for whom to contact for assistance in resolving the violation. If the city secretary concludes there is insufficient evidence of a violation, or that the allegations (even if presumed to be true) do not constitute a violation, the city secretary shall inform the complainant that the complaint has been dismissed.

Complaint resolution process

At the end of the initial thirty day compliance period, the city secretary will evaluate the complaint with the Mayor and determine if the issue is resolved. If not, the ongoing violation will be documented and a second warning letter will be issued allowing for a two week compliance/resolution deadline, including the same information as first warning and following the same delivery requirements. Within two working days after the end of the two week deadline the city secretary, along

with the Mayor, will conduct a second evaluation of the compliance by the violator. If the issue is not resolved, the city secretary will recommend the assessment of the appropriate administrative fine(s) on the violation, send a notice of the fines assessed and explanation of the next step and deadlines, which could include resolution by paying the fines or escalation to city prosecutor for legal action, injunction, additional fines and court costs, and court appearances. The city staff may escalate attempts to contact the violator including calls or emails to friends or neighbors of the violator to ask the violator if the notices/warnings are being received and may request that the Mayor or other officials attempt to reach out to the violator. city staff shall continue to monitor for compliance and keep the Mayor updated at least weekly on the status

When this deadline is passed without resolution, the city secretary will turn over the violation to the city prosecutor who will evaluate the issue for possible legal and court options, consider contacting the violator, and then meet with city council in executive session to provide a recommended approach and then continue to work with the Mayor or Council as appropriate through completion of the issue.

Upon final compliance/resolution, city staff will document the final compliance and write a Thank You note to close out the complaint.

PUBLIC MEETING AND PUBLIC HEARING PROVISIONS FOR TELPHONIC OR VIDEO CONFERENCE MEETINGS

Public Meetings include but are not limited to Council Meetings, Planning & Zoning, Board of Adjustment Meetings.

1. Members of the public will be entitled to participate and address the Village of Volente during all meetings including but not limited to Village Council meetings and Planning & Zoning meetings during any telephonic or video conference meeting.
2. The Village of Volente must post a written notice that gives the public a way to participate remotely, such as a toll-free dial-in number, and that includes an electronic copy of any agenda packet that officials will consider at the meeting. Electronic copies will be posted on the Village of Volente's website. A paper notice will also be posted at the location typically used for public hearings in the community that includes a link to the electronic packet or provides an email address where requests for the packet can be submitted.
3. The Village of Volente must ensure that the public can ask questions and receive answers to all attendees in **real time**.
4. The Village of Volente must ensure accessibility for persons with disabilities and persons with limited English proficiency.
5. The Village of Volente must provide the public with access to a recording of any telephonic or videoconference meeting.
6. The Village of Volente Council will appoint one person to moderate access to the telephonic or video conference meeting.
7. The person appointed by council to moderate access to the telephonic or video conference will allow members of the community to speak one at a time for (4) minutes. While one person is speaking, other members of the community will be muted by the person appointed to moderate access to

the meeting.

8. The Mayor will conduct the meeting.
9. Council Members, Commissioners, and the Mayor will not be muted.